

12-08-2005

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MRO 12/07/2005

103077885

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Playtex Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) November 28, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes☒ NoName: GE Canada Finance Holding Company

Internal

Address: Suite 1500Street Address: 11 King Street WestCity: TorontoState: OntarioCountry: Canada Zip: M5H 4C7☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☒ Other Company Unlimited Liability Citizenship Nova ScotiaIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)

See Continuation of Item 4 attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):****5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Linda R. KastnerInternal Address: Latham & Watkins

Sears Tower, Suite 5800

Street Address: 233 S. Wacker DriveCity: ChicagoState: IL Zip: 60606Phone Number: 312-876-7628Fax Number: 312-993-9767Email Address: linda.kastner@lw.com**6. Total number of applications and registrations involved:**

133

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$3,340.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:Linda R. Kastner
SignatureDecember 5, 2005
Date

12/08/2005 DBYRNE 00000002 76175741

01 FC:8521

02 FC:8522

40.00 DP
3300.00 DP
Name of Person SigningTotal number of pages including cover sheet, attachments, and document: 26

12/08/2005 DBYRNE

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8523

120.00 DP

TRADEMARK
REEL: 003210 FRAME: 0513

CONTINUATION OF ITEM 4

Registration No./ Application No.
76175741
78296963
2717802
1389143
76064266
1494910
0734680
274594
2087820
2177309
2070748
1993570
78174704
78286825
2582894
2714092
0334946
2044015

2100228
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2065096
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1959393
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78224949
78224931
78224894

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0766434
2505244
78278722
2027629
2213903
2330565
2260091
78260362
76427829
2664127
2643841
2582915
1841364
2777129
2459751
76163324
0716967

78244444
1010170
2084168
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75828415
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2181506

1143245
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2625632
2407371

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76370061
1369608
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78272731
2204681
78148948

2646721
78286834
2714091
2639984
78178753
2210288
1239133
2601598
2643807
1906563

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2005, by PLAYTEX PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited liability company, in its capacity as Agent for itself and Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Playtex Limited, a Nova Scotia corporation ("Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations for the benefit of Borrower, and the Grantor will benefit from such facilities made available to the Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain US Security Agreement dated as of the date herewith by and among Grantor, the other parties named therein and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYTEX PRODUCTS, INC.

By: 

Name: John J. McCollin

Title: VP - Corporate Controller & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY, as Agent

By: _____

Name: _____

Title: Authorized Signatory

Signature Page to Playtex Products Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYTEX PRODUCTS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY, as Agent

By:  _____

Name: Jack Morone

Title: Authorized Signatory

Signature Page to Playtex Products Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademarks held by Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
ACTICLEAN	76175741	Pending Intent to Use	December 5, 2000	Playtex Products, Inc.
AIR-CUSHION	78296963	Pending Intent to Use	September 6, 2003	Playtex Products, Inc.
AIR FLO	2717802	Registered	May 20, 2003	Playtex Products, Inc.
ANGLER	1389143	Registered	August 19, 1985	Playtex Products, Inc.
ANTIMICRO	76064266	Published - Intent to Use	June 6, 2000	Playtex Products, Inc.
ARGUS	1494910	Registered	July 5, 1988	Playtex Products, Inc.
BABY CLEAR	0734680	Renewed	July 17, 1962	Playtex Products, Inc.
BEAUTY OF CHOICE	274594	Registered	July 29, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BECAUSE...A CHILD CAN TELL THE DIFFERENCE	2087820	Registered	August 12, 1997	Playtex Products, Inc.
BETTER FEEDING BY DESIGN	2177309	Registered	July 28, 1998	Playtex Products, Inc.
BETTER FOR BABY...BETTER FOR MOTHER	2070748	Registered	June 10, 1997	Playtex Products, Inc.
BETTER FOR BABY...MOST LIKE MOTHER	1993570	Registered	August 13, 1996	Playtex Products, Inc.
BEYOND	78174704	Allowed – Intent to Use	October 15, 2002	Playtex Products, Inc.
BEYOND THE NATURAL SHAPE OF COMFORT	78286825	Pending	August 13, 2003	Playtex Products, Inc.
BIG SIPSTER	2582894	Registered	June 18, 2002	Playtex Products, Inc.
BIG SIPSTER & Design	2714092	Registered	May 6, 2003	Playtex Products, Inc.
BINKY	0334946	Renewed	May 19, 1936	Playtex Products, Inc.
BINKYKIDS	2044015	Registered	March 11, 1997	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BIOSUN	2100228	Registered	September 23, 1997	Playtex Products, Inc.
BIOSUN PROFESSIONAL SUN PROTECTION & Design	2176879	Registered	July 28, 1998	Playtex Products, Inc.
BOTTLE GENIE	78219844	Pending – Intent to Use	February 27, 2003	Playtex Products, Inc.
BOTTLE GENIE	75567880	Allowed – Intent to Use	October 8, 1998	Playtex Products, Inc.
CHERUBS	1637497	Registered	March 12, 1991	Playtex Products, Inc.
CHERUBS & Design	2065097	Registered	May 27, 1997	Playtex Products, Inc.
CHERUBS & Design	2065096	Registered	May 27, 1997	Playtex Products, Inc.
CHERUBS COLLECTION & Design	1448549	Registered	July 21, 1987	Playtex Products, Inc.
CHORE HELPER	76132534	Pending Intent to Use	September 21, 2000	Playtex Products, Inc.
CLASSIC PATTERNS	2579396	Registered	June 11, 2002	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
COMFORT FLEX	2693842	Registered	March 4, 2003	Playtex Products, Inc.
COMFORTFLOW	1959393	Registered	February 27, 1996	Playtex Products, Inc.
CONFIDANTE	2157119	Registered	May 12, 1998	Playtex Products, Inc.
COOLSTRAW	2274904	Registered	August 31, 1999	Playtex Products, Inc.
Design Mark	2067211	Registered	June 3, 1997	Playtex Products, Inc.
Design Mark	2117477	Registered	December 2, 1997	Playtex Products, Inc.
Design Mark	2202323	Registered	November 3, 1998	Playtex Products, Inc.
Design Mark	75708178	Pending	May 17, 1999	Playtex Products, Inc.
Design Mark	78224949	Published	March 12, 2003	Playtex Products, Inc.
Design Mark	78224931	Pending	March 12, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
Design Mark	78224894	Pending	March 12, 2003	Playtex Products, Inc.
Design Mark	778224878	Pending	March 12, 2003	Playtex Products, Inc.
DIAPER CHANGE	0762498	Renewed	December 31, 1963	Playtex Products, Inc.
DIAPER GENIE	1827510	Registered	March 22, 1994	Playtex Products, Inc.
DIAPER GENIE	2775710	Registered	October 21, 2003	Playtex Products, Inc.
DOLL-UPS	0766434	Renewed	March 10, 1964	Playtex Products, Inc.
DRINKUP	2505244	Registered	November 6, 2001	Playtex Products, Inc.
DRIP-CATCH (Stylized)	78278722	Pending – Intent to Use	July 24, 2003	Playtex Products, Inc.
DROP-INS	2027629	Registered	December 31, 1996	Playtex Products, Inc.
EASY-LATCH SAFETY	2213903	Registered	December 29, 1998	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
EAZY FEED	2330565	Registered	March 21, 2000	Playtex Products, Inc.
EAZY-CLEAN	2260091	Registered Supplemental Register	July 6, 1999	Playtex Products, Inc.
EMBRACE	78260362	Published – Intent to Use	June 10, 2003	Playtex Products, Inc.
EXPRESSLY MADE FOR MOTHER'S MILK	76427829	Allowed – Intent to Use	June 28, 2002	Playtex Products, Inc.
E-Z CHORE	2664127	Registered	December 17, 2002	Playtex Products, Inc.
FIBRAPURE	2643841	Registered	October 29, 2002	Playtex Products, Inc.
FIRM COMFORT	2582915	Registered	June 18, 2002	Playtex Products, Inc.
FLO-CONTROL	1841364	Registered	June 21, 1994	Playtex Products, Inc.
FOR THAT JUST BATHED CLEAN	2777129	Registered	October 28, 2003	Playtex Products, Inc.
FRESH DAYS	2459751	Registered	June 12, 2001	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
FRESHTWIST	76163324	Pending Intent to Use	November 10, 2000	Playtex Products, Inc.
GENTEEL	0716967	Renewed	June 13, 1961	Playtex Products, Inc.
GENTLE EMBRACE	78244444	Published – Intent to Use	May 1, 2003	Playtex Products, Inc.
GENTLE GLIDE	1010170	Renewed	May 6, 1975	Playtex Products, Inc.
GENTLE GLIDE	2084168	Registered	July 29, 1997	Playtex Products, .Inc.
GRIPSTER	76064271	Published Intent to Use	June 6, 2000	Playtex Products, Inc.
HANSAVER	1435600	Registered	April 7, 1987	Playtex Products, Inc.
HEAT THERAPY	2768420	Registered	September 23, 2003	Playtex Products, Inc.
HUSHMASTER & Design	1067001	Renewed	May 31, 1977	Playtex Products, Inc.
IBI	78215394	Allowed – Intent to Use	February 15, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
INSULATOR	2723329	Registered	June 17, 2003	Playtex Products, Inc.
INSULATOR SPORT	2803374	Registered	January 6, 2004	Playtex Products, Inc.
JUMBO DIAPER GENIE	75828416	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
JUMBO GENIE	75828415	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
LATCH-ON	75913533	Opposed - Intent to Use	February 9, 2000	Playtex Products, Inc.
LOOK & LEARN	1933758	Registered	November 7, 1995	Playtex Products, Inc.
M.O.M. MOTHER'S OWN MILK	76401303	Allowed – Intent to Use	April 29, 2002	Playtex Products, Inc.
MADE STRONG TO LAST LONG	2104432	Registered Supplemental Register	October 7, 1997	Playtex Products, Inc.
MADE STRONG TO LAST LONG	76553609	Pending	October 23, 2003	Playtex Products, Inc.
MAGIC SCRUB BOAT	0729549	Renewed	April 3, 1962	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
MAKES PROTECTION COMFORTABLE	2094083	Registered	September 9, 1997	Playtex Products, Inc.
MEGABLAST	75658287	Allowed – Intent to Use	March 11, 1999	Playtex Products, Inc.
MOST LIKE MOTHER	2181506	Registered	August 11, 1998	Playtex Products, Inc.
MOST LIKE MOTHER	1143245	Registered	December 16, 1980	Playtex Products, Inc.
MOTHER'S MAGIC	1239120	Registered	May 24, 1983	Playtex Products, Inc.
NATURAL ACTION	1157932	Registered	June 23, 1981	Playtex Products, Inc.
NATURALATCH	78242913	Published – Intent to Use	April 28, 2003	Playtex Products, Inc.
NATURAL LATCH	78272823	Published – Intent to Use	July 10, 2003	Playtex Products, Inc.
NATURAL SHAPE	2637528	Registered	October 15, 2003	Playtex Products, Inc.
NATURALSHAPE	78276111	Pending – Intent to use	July 18, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
NATURAL TAPER	78234238	Pending – Intent to use	April 4, 2003	Playtex Products, Inc.
NEXT TO THE BREAST, IT'S THE BEST	2738499	Registered	July 15, 2003	Playtex Products, Inc.
NEXT TO THE BREAST SOFT'S THE BEST	78283746	Pending – Intent to use	August 6, 2003	Playtex Products, Inc.
NOTHING SOOTHES A BABY LIKE A BINKY	76276548	Allowed – Intent to Use	June 25, 2001	Playtex Products, Inc.
ONE HAND EASY	2218220	Registered	January 19, 1999	Playtex Products, Inc.
PACK-AND-GO	2795569	Registered	December 16, 2003	Playtex Products, Inc.
PET GENIE	76223408	Pending – Intent to Use	March 12, 2001	Playtex Products, Inc.
PHEROBLOC	2635896	Registered	October 15, 2002	Playtex Products, Inc.
PLAYTEX...THE ORIGINAL SILK	76543463	Pending – Intent to Use	September 8, 2003	Playtex Products, Inc.
PLAYTEX...THE ORIGINAL SILK	76543458	Pending – Intent to Use	September 8, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
PORTABLES	1477392	Registered	February 23, 1988	Playtex Products, Inc.
PRECISION FLO	2654852	Registered	November 26, 2002	Playtex Products, Inc.
PRECISION FLO	2625632	Registered	September 24, 2002	Playtex Products, Inc.
PREMIERE	2407371	Registered	November 21, 2000	Playtex Products, Inc.
QUICKSTRAW	2116802	Registered	November 25, 1997	Playtex Products, Inc.
SAFE 'N SURE	2217909	Registered	January 12, 1999	Playtex Products, Inc.
SILK GLIDE	2084169	Registered	July 29, 1997	Playtex Products, Inc.
SILK GLIDE	1889129	Registered	April 11, 1995	Playtex Products, Inc.
SIPEASE	2582558	Registered	June 18, 2002	Playtex Products, Inc.
SIPSTER	78226638	Allowed – Intent to Use	March 17, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
SLIMFITS	2131242	Registered	January 20, 1998	Playtex Products, Inc.
SMOOTH ESSENTIALS	75834295	Intent to Use Notice of Allowance - Issued	October 29, 1999	Playtex Products, Inc.
SNAP'N TOTE	2064034	Registered	May 20,1997	Playtex Products, Inc.
SO COMFORTABLE YOU CAN'T EVEN FEEL THEM	2298644	Registered	December 7, 1999	Playtex Products, Inc.
SOFT COMFORT	2285256	Registered	October 12, 1999	Playtex Products, Inc.
SOFT COMFORT	2124268	Registered	December 23, 1997	Playtex Products, Inc.
SOFT COMFORT	2016450	Registered	November 12, 1996	Playtex Products, Inc.
SOFT COMFORT	1823668	Registered	February 22, 1994	Playtex Products, Inc.
SOFT COMFORT	76370061	Allowed – Intent to Use	February 8, 2002	Playtex Products, Inc.
SOFT CONTOUR	1369608	Registered Supplemental	November 5, 1985	Playtex Products,

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
		Register		Inc.
SOFTEX	2018399	Registered	November 19, 1996	Playtex Products, Inc.
SOFT-FLEX	2164383	Registered	June 9, 1998	Playtex Products, Inc.
SPARKLIN SIPSTER	78272731	Pending – Intent to Use	July 10, 2003	Playtex Products, Inc.
SUREWEAVE	2204681	Registered	November 24, 1998	Playtex Products, Inc.
THE FIRST SIPSTER	78148948	Allowed	September 30, 2002	Playtex Products, Inc.
THE GRIPSTER & Design	2646721	Registered	November 5, 2002	Playtex Products, Inc.
THE SPARKLIN' SIPSTER & Design	78286834	Pending – Intent to Use	August 13, 2003	Playtex Products, Inc.
THE TRAINER & Design	2714091	Registered	May 6, 2003	Playtex Products, Inc.
TIP 'N SIP	2639984	Registered	October 22, 2002	Playtex Products, Inc.
TRUE COMFORT	78178753	Published –	October 26,	Playtex Products,

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
		Intent to use	2002	Inc.
TWISTAWAY	2210288	Registered	December 15, 1998	Playtex Products, Inc.
ULTIMATE	1239133	Registered	May 24, 1983	Playtex Products, Inc.
VENTAIRE	2601598	Registered	July 30, 2002	Playtex Products, Inc.
WE GLOVE YOUR HANDS	2643807	Registered	June 6, 2000	Playtex Products, Inc.
WEARSHIELD	1906563	Registered	July 18, 1995	Playtex Products, Inc.